

Illinois Department of Conservation

LINCOLN TOWER PLAZA • 524 SOUTH SECOND STREET • SPRINGFIELD 62701-1787 CHICAGO OFFICE • ROOM 4-300 • 100 WEST RANDOLPH • CHICAGO, ILLINOIS 60601

Brent Manning, Director

John W. Comerio, Deputy Director

Bruce F. Clay, Assistant Director

US EPA RECORDS CENTER REGION 5



431086

June 9, 1993

Mr. Wayne A. Capalby
6954 Sundown
Yorkville, IL 60560

Dear Mr. Capalby:

I apologize for the extreme delay in answering your request, but today we found your letter which had somehow gotten into the wrong file.

Enclosed are the documents you requested, and due to the problem at our end with answering, the normal fee is waived. Again, I apologize for the late response, and if I may be of assistance on this, or any other Conservation matter, please don't hesitate to contact me.

Sincerely,

Jack Price
Legal Counsel

JP:bjf
enclosures



Illinois
Department of
Conservation
life and land together

From: OFFICE OF THE DIRECTOR

To:

Parkinson / Sione

Date:

12/17/92

Attached Correspondence From:

Wayne Copalby

Subject:

Yorkville Prairie / Sweg

Date Due:

1/7/92

X

Please prepare (letter) (memo) for Director's signature.

Please respond over your signature; copy this office.

Please take necessary action.

For your comments/recommendation.

For your information.

REMARKS:

Thanks!
Missie

Wayne A. Capalby
6954 Sundown Lane
Yorkville, Illinois 60560
[708] 554-2115

December 04, 1992

Mr. Brent Manning
Director
Illinois Dept. of Conservation
Lincoln Tower Plaza
524 South Second Street
Springfield, IL 62701-1787

REF: Yorkville Prairie/Oswego

Dear Mr. Manning:

As a neighbor to the DOC property regarded by the DOC as "Yorkville Prairie site adjacent to Saw-Wee-Kee Park" I am making an inquiry as to the relationship of the Illinois DOC and another adjacent neighbor known as "Maple Lane Farm" or more recently as "Maple Lane Equestrian". The Equestrian facility is owned by Angelo C. Kleronomos. Mr. Kleronomos' manager is Garry Davis.

On numerous occasions other neighbors and I have witnessed horse-back riders as well as farm equipment enter from Maple Lane property onto DOC property through an access point that was excavated by Maple Lane personnel. This access point continues via a trail made by Maple Lane personnel through DOC property to adjacent property on the opposite side known as "Saw-Wee-Kee Park" which is owned by the Oswegoland Park District. It is understood in talking to Park District Director Bert Gray at a recent Park Board meeting that Maple Lane has been designated as a "Park Steward" with regard to Saw-Wee-Kee Park.

As a resident of Illinois and neighbor to the DOC property, I would like information regarding the relationship of Maple Lane Equestrian to the Dept. of Conservation as to whether or not the DOC has designated Maple Lane as a Steward for the DOC property and/or whether or not there is any verbal or written agreements between Maple Lane and the DOC with regard to private access rights.

In an August 27, 1992 the Ledger-Sentinel (local newspaper) stated that according to Mr. Bert Gray (Director - Oswegoland Park District) the 16 acre IDOC site has never been open to the public. It is assumed by this statement that this means that Maple Lane Equestrian must have special privileges with regard to access through DOC property since property is not open to the public.

Page 2
Yorkville Prairie/Oswego

In addition, Maple Lane Equestrian advertises in a local newspaper that it has access to forest preserve trails. Since the access point would be through the DOC property which has been the case over the last two (2) years, it can be assumed that there is a relationship between the DOC and Maple Lane Equestrian.

Under the Freedom of Information Act I am requesting any and all documentation with regard to agreements between Maple Lane and the DOC with regard to access onto and through DOC property, excavation/trail cutting through DOC, maintenance of trail, and any vested authority given to Maple Lane with regard to management of said property.

I have included several exhibits for your reading which consist of two (2) advertisements by Maple Lane; newspaper clip with statement by Oswegoland Park District Director; and drawing showing access points (Maple Lane, DOC and Oswegoland Park District properties).

If you have any questions regarding my request under the Freedom of Information Act, please contact me.

Sincerely,


Wayne A. Capalby
Sundown Lane Homeowners

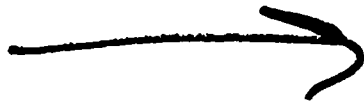
WAC/rmc
CC: File
ATTCH: Newspaper Clip 10/07/92
Newspaper Clip 12/02/92
Newspaper Clip 08/27/92
Drawing

EQUINE DIRECTORY

STABLES: HORSES

BOARDED

Large box stalls available for permanent or winter board. Best hay, grain, and bedding. \$235. month. Turnout also available. 30 acres of grounds and 2 large indoor arenas. Direct access 2 miles of forest preserve trails. Call Garry Davis manager, MAPLE LANE FARM. 708-554-1232.



EQUINE DIRECTORY

Maple Lane Equestrian

BOARDING AVAILABLE

- permanent or winter-85 acres of ground
 - 2 large indoor arenas • Lesson program available
 - Access to forest preserve trails • 1/2 mi. galloping track
 - Quality hay, grain & care
- Call Gary Davis (manager) • (708) 554-1232



Boarding
Daily Turn Out
Arabian & Paint Stud Service
DAYBREAK STABLES
57 Maple Ln.
Yorkville, IL 60560
708-553-5433

DUSTLESS BEDDING
Bulk Delivery
Reasonably Priced
Call:
815-695-5957
between 8 - 4

HOLIDAY GIFT CERTIFICATES!
FOR YOUR HORSE LOVING FRIENDS

HOW ABOUT AN INTRODUCTORY RIDING LESSON?
HUNTERS/JUMPERS BOARDING - INSTRUCTION

ELDAMAIN FARM
Plano, IL
Kathy Kowalski **708-552-7708**

DOUBLE D RANCH
HORSES BOARDED & TRAINED
\$100 per month for a stall
\$60 per month for pasture
Includes Hay & Grain
815-538-2191



The Cotton-Eyed Joe was fun for everyone to

HONEY DO RANCH
INDOOR ARENA
BOX STALLS: \$185 a month
Daily turnout & cleaning
Twice a day feeding
Furth & Western Lessons

TACK SWAP
Tri-County's Largest Swap
Unique Quarter Horse Ranch, New Lenox
Sat. & Sun. Dec. 5th & 6th - 9 - 5 PM
New & used tack, trailers, clothing & horse collectibles
Call 815-485-5364 for directions or to reserve space.

SPECIAL CHRISTMAS
2nd ANNUAL AUCTION
Saturday, December 5th - 6 PM
Maple Park Sale Barn

50¢

Community
Newspaper
for Oswego,
Boulder Hill
and
Montgomery

Ledger-Sentinel

Published in Oswego, IL 60543

© Kendall County Record, Inc.

Award Winning
Newspaper
1991
Illinois Press
Association
Newspaper
Contest

Thursday, Aug. 27, 1992

68 pages, three sections

Volume 40, Number 35

State owns section of old dump site: memo

It looks like the Oswegoland Park District isn't the only governmental agency having problems managing property in the Saa-Wee-Kee Park area.

Saa-Wee-Kee Park neighbor Neil Hambly, who attended last Thursday's Oswegoland Park District board meeting, gave park district director Bert Gray a copy of a memo written by David R. Carr of the Illinois Department of Conservation (IDOC) noting that the IDOC owns 16 acres of property adjoining Saa-Wee-Kee, and that the old dump extends into state-owned land.

The memo notes that there may be more metal drums with unknown contents buried on state land and that medical debris, including syringes, can be seen on the surface on the IDOC property, along with glass, garbage, and ground litter.

Carr recommended the IDOC investigate the property to find out exactly what is there.

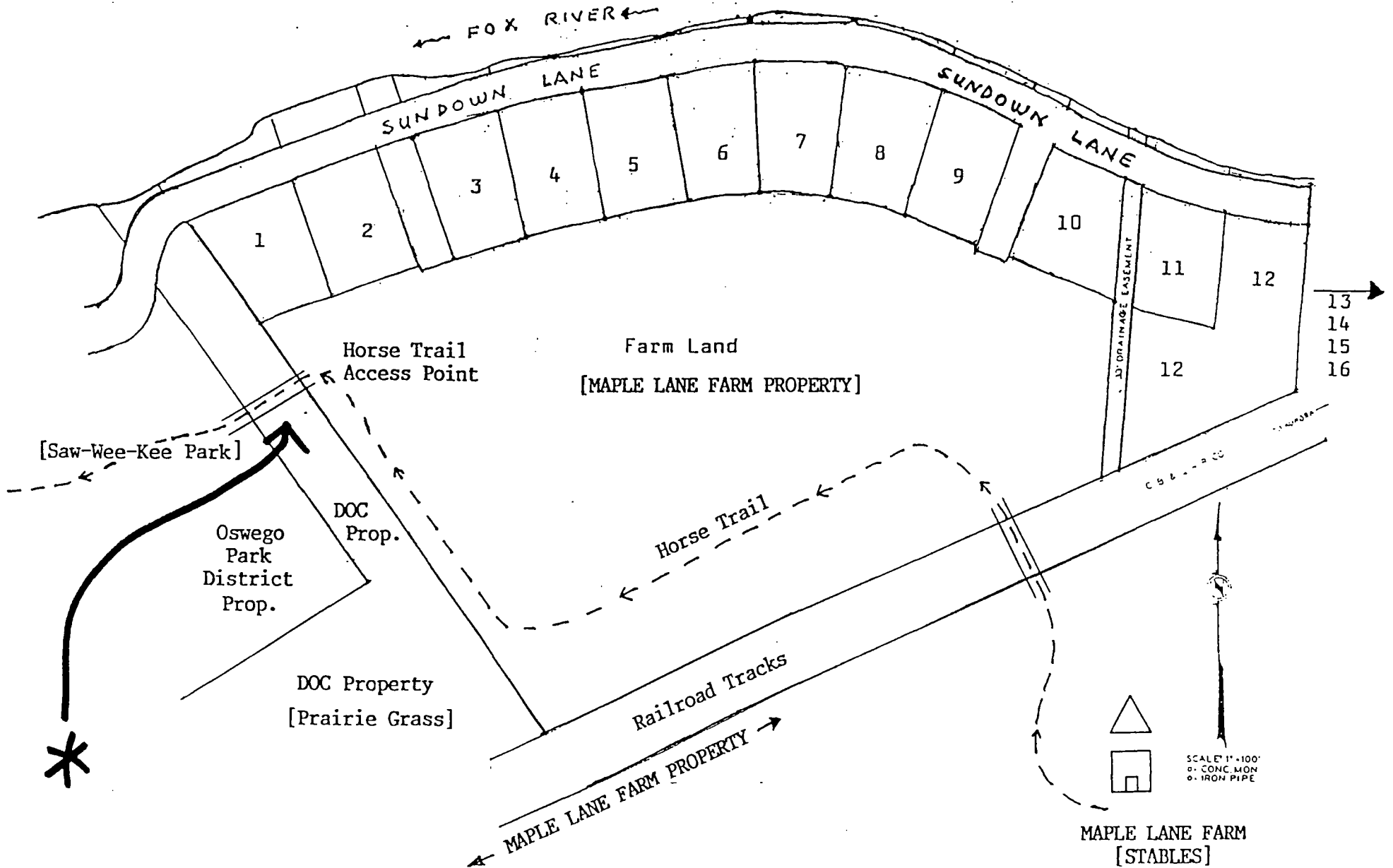
"Our failure to do so will certainly put us into a bad position, and lead to undesirable publicity as well," Carr warned in the memo, adding, "This could be a serious problem, and if we take the appropriate action on our property to determine what is there, it would certainly be to our advantage."

The 16 acre IDOC site has never been open to the public, according to Gray, who added, "It's good that since the IDOC's area contains some of the same materials as Saa-Wee-Kee, the department of conservation is willing to cooperate with the same agencies we've been cooperating with over the last year and a half."

↑*

UNIT ONE
HERREN'S RIVERSIDE ACRES
A SUBDIVISION OF PART OF
SECTIONS 23 & 24 - T37N-R7E-3RD P.M.
OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS
14.257 ACRES

UPSTREAM HOMEOWNERS
=====



Illinois



Department of Conservation

life and land together

Brent Manning
Director

John W. Comerio
Deputy Director

Bruce F. Clay
Assistant Director

LINCOLN TOWER PLAZA • 524 SOUTH SECOND STREET • SPRINGFIELD 62701-1787
CHICAGO OFFICE • ROOM 4-300 • 100 WEST RANDOLPH 60601

February 17, 1993

Mr. Angelo Kleronomos
Maple Lane Farm
6621 Route 71
Yorkville, IL 60560

Yorkville Prairie
Proposed Crossing

Dear Mr. Kleronomos:

In response to your request, we have prepared a License Agreement which will allow for an equestrian crossing on a portion of Yorkville Prairie.

Please sign all three (3) copies of the License Agreement and return them together with your first annual license fee payment of \$25.00 to the Department of Conservation, Division of Administrative Support, 524 South Second Street, Suite 575, Springfield, IL 62701-1787. A completed agreement will be returned for your records.

Should you have any questions, please contact me at 217/782-0179.

Sincerely yours,

Dave Kruger, Leasing Specialist
Division of Administrative Support

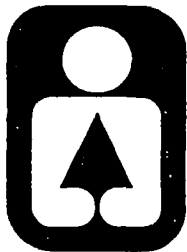
DK/nem
Enclosures
cc: Dave Carr
Dave Oram
Don McFall

Brent Manning
Director

John W. Comerio
Deputy Director

Bruce F. Clay
Assistant Director

Illinois



Department of Conservation

life and land together

LINCOLN TOWER PLAZA • 524 SOUTH SECOND STREET • SPRINGFIELD 62701-1787
CHICAGO OFFICE • ROOM 4-300 • 100 WEST RANDOLPH 60601

April 21, 1993

Mr. Angelo Kleronomos
Property Concepts, Inc.
6621 Route 71
Yorkville, IL 60560

Yorkville Prairie
License No. 6375

Dear Mr. Kleronomos:

Enclosed for your records is a fully executed license agreement to allow for an equestrian crossing.

Sincerely,

Dave Kruger, Leasing Specialist
Division of Administrative Support

DK/nem
Enclosure
cc: Dave Carr
Dave Oram
Don McFall

Project Location: Yorkville Prairie
Number: 6375

STATE OF ILLINOIS
DEPARTMENT OF CONSERVATION

LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the STATE OF ILLINOIS,
DEPARTMENT OF CONSERVATION, hereinafter referred to as "CONSERVATION", and ^{PROPERTY} ~~ANGELO~~
~~CONCEPTS INC.~~
~~KLERONOMOS~~, hereinafter referred to as "LICENSEE";

W I T N E S S E T H: '

WHEREAS, CONSERVATION has jurisdiction over the real estate hereinafter described; and

WHEREAS, the property herein described is not otherwise needed immediately or in the near future for development by CONSERVATION; and

WHEREAS, both parties understand that the transfer or assignment of this agreement in any manner, by operation of law or otherwise, or the subletting of the subject premises may not be accomplished without the written consent of CONSERVATION; and

WHEREAS, CONSERVATION is authorized and empowered to enter into this License Agreement pursuant to and under the authority of the 20 ILCS 805/63a7; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform and discharge the covenants and promises herein made and undertaken.

NOW THEREFORE:

For and in consideration of the mutual promises and covenants herein, CONSERVATION hereby licenses to LICENSEE the CONSERVATION land at the following location, described to-wit and shown on the attached Exhibit "A":

A strip of Yorkville Prairie land, being ten (10) feet in width and approximately one hundred (100) feet in length, which lies between the Oswegoland Park District land and Maple Lane Farm land, located in the Northeast Quarter of Section 23, Township 37 East, Range 7 East of the 3rd P.M., Kendall County, Illinois.

CONSERVATION shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning the subject property's title or boundary.

The term of this License Agreement shall be for a period of four (4) years, beginning on the 1st day of March, 1993, and ending on the 28th day of February, 1997, unless otherwise terminated or revoked as provided for herein.

LICENSEE for the use and occupancy of said lands does hereby covenant and agree to pay a license fee of Twenty-five and no/100 Dollars (\$25.00) per year, payable annually in advance of the anniversary date of this Agreement to "Illinois Department of Conservation" and remitted to the Department of Conservation, Division of Administrative Support, 524 South Second Street, Suite 575, Springfield, Illinois 62701-1787.

IT IS FURTHER COVENANTED AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: LICENSEE shall use and occupy said premises for an equestrian crossing only, it being specifically understood that the premises shall not be used for the burning of refuse, deposition of debris, waste or material, or for any unsanitary or unhealthful purposes of any kind or nature by LICENSEE in the use or occupancy of the premises. Any other uses of the premises, and all plans in connection herewith, shall be subject to the prior written approval of CONSERVATION.

2. OPERATION AND MAINTENANCE: LICENSEE hereby agrees that it will make no changes or alterations in said premises without first having obtained the written consent of CONSERVATION. Prior to any land modification, except ongoing tillage and cultivation, or alteration to standing structures, LICENSEE shall notify CONSERVATION'S Impact Analysis Division, Environmental Review Process and CONSERVATION'S Cultural Resource Coordinator (telephone: 217/782-3715) to ensure compliance with the environmental regulations and with the State Agency Historic Resources Protection Act. LICENSEE shall not, in the operation or maintenance of its structures or facilities, at any time, or in any manner, obstruct the programs of CONSERVATION. CONSERVATION reserves the right to require the removal, relocation or modification of structures and/or facilities upon, under or across the subject premises, at the expense of LICENSEE, if deemed necessary in the sole judgment of CONSERVATION. Maintenance of the premises shall be the responsibility of LICENSEE and shall be subject to the supervision, direction and

approval of CONSERVATION. LICENSEE shall be responsible for the prompt payment of any and all utility bills for services provided to LICENSEE at the subject premises.

3. CONDITIONS OF PREMISES: CONSERVATION makes no guarantees or assurances regarding the condition of any improvements situated on the herein described premises which may be included in this Agreement.

4. SITE INSPECTION FOR UTILITIES: LICENSEE acknowledges that it has inspected the premises for transmission of oil, gas or products thereof, utilities, etc. by other persons, firms or corporations over, under and across said premises and is accepting it 'as is', with no representation or warranty by CONSERVATION (or other owners) as to prior or existing use or condition of said premises.

5. RESERVED RIGHTS: This License Agreement is nonexclusive and CONSERVATION reserves the right of ingress, egress and usage of the premises in the discharge of its duties and responsibilities. Further, CONSERVATION expressly reserves the right to grant leases, permits, or rights-of-way in and to the subject premises to the extent that they are not incompatible with the uses authorized herein.

6. LAWS AND REGULATIONS: LICENSEE, in the use and occupancy of the premises, shall comply with all applicable requirements of all laws, orders, ordinances, rules and regulations of Federal, State, County or municipal authorities.

7. INDEMNIFICATION: LICENSEE covenants and agrees the LICENSEE will indemnify and hold harmless, protect and defend, at LICENSEE's own cost and expense, CONSERVATION, its property, agents, servants, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of the State of Illinois, of and from any and all risks, suits, damages, expenses or claims due to the negligence of LICENSEE or arising in any way from the granting of this License, unless caused solely by the negligence of CONSERVATION.

8. TAXES: Upon notice to LICENSEE of the amount(s) due, LICENSEE shall pay and discharge, when due and payable, LICENSEE'S proportionate share of any

real estate taxes, assessments, and other governmental charges which may be levied, assessed or become liens upon the premises or any part thereof, during the term of this Agreement with respect to any tax year, or any portion thereof; provided, however, that no law or regulation postponing the date of payment of such taxes, assessments, or charges until after any termination of this Agreement shall relieve LICENSEE of LICENSEE'S obligation to make such payment. LICENSEE shall, at any time upon request of CONSERVATION, exhibit to CONSERVATION for examination receipts of payments of all such taxes, assessments and charges.

9. DISCRIMINATION: CONSERVATION and LICENSEE shall not discriminate unlawfully on the basis of race, color, sex, national origin, age or handicap in admission to, or treatment or employment in, programs or activities.

10. BRIBERY: LICENSEE certifies that none of its officers, agents, or employees have been convicted of the bribery or attempted bribery of an officer or employee of the State of Illinois, nor have any of the officers, agents or employees of LICENSEE made an admission of guilt of such conduct which is a matter of record, and further that no officer, agent or employee of any company or corporation which owns or controls LICENSEE has been convicted of or admitted to such bribery or attempted bribery.

11. ENVIRONMENTAL: LICENSEE shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the terrain in any manner without prior approval of CONSERVATION.

12. RESTORATION OF TERRAIN: LICENSEE further agrees to be responsible for restoration of any disturbances of the terrain caused by LICENSEE, or resulting from the granting of this License, to the satisfaction of CONSERVATION.

13. SUCCESSORS: All the covenants and conditions of this License Agreement shall be binding on and extend to the successors, assigns, contractors, and legal representatives of the parties hereto.

14. PUBLIC SAFETY AND CANCELLATION: Should it be determined by CONSERVATION that the property herein described is required for public purposes, LICENSEE shall, upon demand by CONSERVATION, surrender said premises and remove LICENSEE'S personal property therefrom within ninety (90) days of said demand.

Should it be reasonably determined by CONSERVATION that a particular use of the premises by LICENSEE is, or will be, hazardous to the public or the property, LICENSEE at LICENSEE's sole expense, upon notice by CONSERVATION, shall install such safety devices or make such modifications to render said premises safe for, and compatible with, public use. In the event LICENSEE fails to install such safety devices or make required modifications within the aforementioned time frame, or, if such modifications cannot be completed within said time frame LICENSEE fails to begin working expeditiously to render the premises safe for the public, CONSERVATION may install such safety devices or make such modifications at LICENSEE's expense, and may cancel this Agreement, and all rights of LICENSEE hereunder shall be forfeited. This Agreement shall further be revokable for noncompliance by LICENSEE with any of the terms herein within thirty (30) days of notice of noncompliance and failure to cure, or cessation of use or abandonment by LICENSEE, or bankruptcy of LICENSEE, either voluntary or involuntary, whether through discharge or restructuring of debt.

15. RENEWAL AND RATE ADJUSTMENT: This License Agreement may be renewed at the end of its term, providing that sixty (60) days advance notice to CONSERVATION has been given. However, any renewal shall be at the express written consent and approval of both parties hereto, and CONSERVATION reserves the right to adjust rental rates on an annual basis to reflect then current land values and/or conditions and circumstances. No holding over by LICENSEE shall operate to renew this License.

16. MARKING: During any trench - or plow - installation or relocation of any underground utility line, LICENSEE shall install detectable marking tape, at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be polyethylene laminated with a minimum 3.5 mil detectable metallic core, two (2) inches in width, and shall be identified by permanent lettering and color coding as follows:

- Red - Electric power
- Yellow - Gas, oil, hazardous materials
- Orange - Telecommunications, signals
- Blue - Water
- Green - Sewer

Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

17. NOTIFICATION: All notices shall be addressed as follows:

CONSERVATION
Department of Conservation
Administrative Support Division
524 South Second Street
Springfield, IL 62701-1787
Telephone: 217/782-0179

Emergency Contact

Location: Silver Springs S.P.
Telephone: 708/553-6297

LICENSEE
Angelo Kleronomos
6621 Route 71
Yorkville, IL 60560
Telephone: 708/554-1232

Emergency Contact

Telephone: _____

18. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the subject premises and purposes, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by CONSERVATION therein, as of the effective date of this Agreement.

19. APPLICABILITY: CONSERVATION and the LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the subject premises.

20. SPECIAL CONDITIONS: LICENSEE shall be held liable for the actions and safety of its invitees, guests, or other persons using the premises under the authority of this License. LICENSEE shall comply with all Oswegoland Park District laws, rules, and regulations, which will also pertain to the area covered by this License. The permission granted herein shall remain in effect only with the concurrence of said Park District and any other holders of interests in the adjacent property to be accessed.

In witness whereof, the foregoing Agreement is hereby executed this 6th
day of April, 1993.

LICENSEE
~~ANGELO KLERONCHOS~~
PROPERTY CONCEPTS INC.

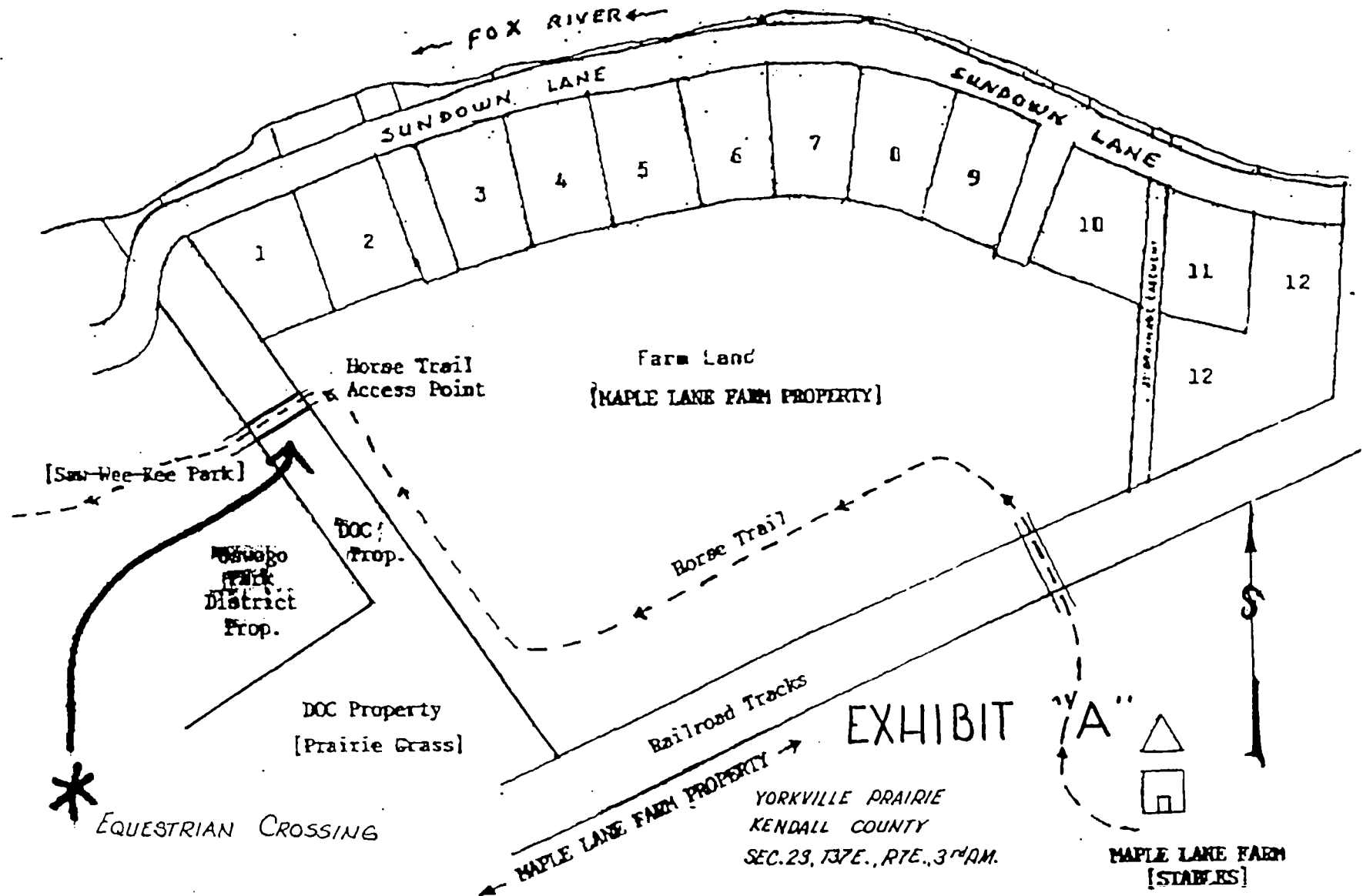
BY: Angelo C. Kleronchos
President
Date: April 6, 1993

STATE OF ILLINOIS
DEPARTMENT OF CONSERVATION

BY: Brent Manning / K. Sumner
587
Date: 4/21/93

dave/feb

UPSTREAM HOMEOWNERS
=====



TRANSMITTAL FORM (93-AE495)

RENTAL TYPE: RENTAL: LICENSES LOCATION CODE: 50-7061-2 LEASE#: 6375
 DATE PROCESS: 04/28/93 AREA: _____ DATED: 04/08/93
 ACCOUNT OF: Property Concepts, Inc. AMOUNT: 25.00
 FUND: STATE PARK CODE: 040

-----FOR SPECIAL SERVICE USE ONLY-----

PAYMENT TIME FRAME
 MONTHLY
 MONTH: _____ YEAR: _____

YEARLY

FROM: 03/01/93 TO: 02/28/94

PURPOSE: RENT

SPECIFIC: LAND

PRODUCT SALES: no TONS: 0.00

CONCESSION SALES: 0.00

LEASEHOLD: _____

ADJUSTMENT: 0.00 TYPE: NONE

DESCRIPTION: TRANSMITTAL INFORMATION

MAPLE LANE STABLES, INC.
 1999 W. 75TH ST. - SUITE 200
 WOODRIDGE, IL 60517

DATE

4-8-93

CHECK NUMBER

2311

PAY EXACTLY

Twenty-five and 00/100-----\$25.00

Illinois Dept. of Conservation
 Div. of Administrative Support
 524 S. Second Street, Ste. 575
 Springfield, IL 62701-1787

William J. Broderick
 AUTHORIZED SIGNATURE

GARY WHEATON BANK
 NAPERVILLE, IL 60540

70-463719

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